



# Request for Proposal 09-X-20374

## For: TEXTILES & FABRICS

## STATE USE INDUSTRIES

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	09/25/08	5:00 PM
<b>Mandatory Pre-bid Conference</b>	N/A	
<b>Mandatory Site Visit</b>	N/A	
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	10/09/08	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<b>Small Business Set-Aside</b> (Refer to <a href="#">RFP Section 4.4.2.2</a> for more information.)	<b>Status</b> <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	<b>Category</b> <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
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RFP Issued By

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

Using Agency/Agencies

Department of Corrections  
State Use Industries

Date: August 26, 2008

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Department of Corrections, Bureau of State Use Industries (Deptcor). The purpose of this RFP is to solicit bid proposals for textiles and fabrics for use in the State's prison industries.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### **1.2 BACKGROUND**

This is a reprocurement of the **Textiles and Fabrics** term contract, presently due to expire on **October 31, 2008**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T-1046 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

#### **1.2.1 CONTRACTOR QUALIFICATIONS**

The Department of Corrections is the sole source for providing clothing articles to approximately 30,000 inmates. The raw materials listed in this RFP are used in clothing operations located throughout the seven State Prisons and three satellite county facilities. On a daily basis, more than 700 inmates and 65 civilian staff are dedicated to producing the wide variety of clothing articles that are needed by the inmates. In order to maintain scheduled production operations of this magnitude, the State will also evaluate the bidder's:

- capabilities,
- sources of supply,
- financial ability and
- The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

Since timely deliveries of material is crucial in meeting the above goals, contractors must commit to firm delivery dates as specified in this bid proposal.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

### **1.3.2 SUBMISSION OF BID PROPOSAL**

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:  
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

### **1.4 ADDITIONAL INFORMATION**

#### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml).

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

#### **1.4.2 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

#### **1.4.3 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

#### **1.4.4 CONTENTS OF BID PROPOSAL**

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### **1.4.5 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

#### **1.4.6 BID ERRORS**

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury  
Purchase Bureau, PO Box 230  
33 West State Street – 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0230  
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

#### **1.4.7 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency[ies]**- The entity[ies] for which the Division has issued this RFP.

### **2.2 CONTRACT SPECIFIC DEFINITIONS**

**AATCC** - American Association of Textile Chemists and Colorists.

**ASTM** - American Society for Testing and Materials

**ASQC** - American Society for Quality Control

**DWR** - Durable water repellency

**Finishing Goods Plant** - Textile plant that facilitates treating and dyeing procedures for woven fabrics.

**Greige Goods Mill** - Producer of textile fabrics that have received no bleaching, dyeing or finishing treatment.

**Seconds** - Goods in which the defect count is higher than that stated for such goods in the four-point ASQC standard.

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

#### **3.1 GENERAL INFORMATION**

This RFP defines the manner and methods to be used for the purchase of various textiles by DEPTCOR. Bidders should read and understand the procedures outlined herein.

This Request for Proposal (RFP) was drafted for the purpose of establishing a **two (2) year** contract. The Bureau of State Use Industries (DEPTCOR) will use the textiles in a high volume manufacturing program that will satisfy the requirements of the NJ Department of Corrections including articles of clothing issued to inmates. Due to security concerns all products must be color compliant and consistent with all specifications.

It is essential that the subsequent contractor apply diligent quality control in all aspects of the manufacturing process to insure that compliant, consistent materials are delivered within contract terms.

#### **3.2 ORDER QUANTITIES**

The Using Agency shall not be bound by this estimate. The estimate is provided for informational purposes only.

Quantities are estimates based on historical data and forecasted sales figures. As stated in Section 3.1 of the Standard Terms and Conditions, "The estimated amount of the contract(s)...shall not be considered as either the maximum or minimum amount which the State shall be obligated to order..." The State does not guarantee the quantities on the price sheet will be procured per year, nor does the State guarantee that all lines will be utilized during the term of the contract.

The Using Agency will consolidate quantities ordered to reduce the number of deliveries, if possible. Most purchase orders for goods will be placed quarterly with firm delivery dates.

#### **3.3 DELIVERIES**

Delivery of all items shall be six to eight (6-8) weeks maximum from receipt of purchase order. If longer time is required, **it must be indicated in line 17 of the Signatory Page.**

Excess quantities and/or less than first quality goods may be returned at the contractor's expense or the cost credited against open invoices to the using agency if found after payment of invoice.

**Since a timely delivery of material is crucial to meeting our production schedule, contractors must commit to firm delivery dates as specified in this bid proposal.**

##### **3.3.1 LOCATIONS/ SCHEDULE/ RESTRICTIONS**

Deliveries will be made to various locations. The names, addresses and any delivery restrictions are as follows:

East Jersey State Prison DEPTCOR Clothing Shop US Route 1 at Rahway Ave Woodbridge, NJ 07065 Phone No.: (732)499-5010 ext. 5283	9:30 AM – 11:00 AM 12:00 PM – 1:00 PM Max height – 13'6" Max length -- 60'	DEPTCOR Central Warehouse 163 North Olden Ave Trenton, NJ 08638 Phone No.: 800-321-6524 ext. 2420, 2422	8:30 AM – 2:30 PM
South Woods State Prison DEPTCOR Clothing Shop "I" Building Receiving Gate 217 South Burlington Rd. Bridgeton, NJ 08302 Phone No.: (856) 459-7708	8:00 AM – 2:00 PM Overall Length Max: 65'		

All deliveries are F.O.B. destination.

The contractor or its designated shipper must telephone the delivery destination to request an appointment for delivery forty-eight (48) hours before delivery. All delivery locations are open Monday-Friday, excluding State holidays during the hours set forth above.

### **3.4 SAMPLES AND CONFORMANCE**

#### **3.4.1 SAMPLES**

Three (3) samples, of all line items bid, shall be submitted with all bid proposals. Each sample must be of a full yard by the full width of the goods unless otherwise noted in the fabric specification. Bid samples are required and are a consideration of contract award. Should your sample not be submitted, your bid will no longer be considered. All samples provided must be labeled for identification purposes with the following:

Vendor Name  
Item description  
Style number/code  
Line number  
Price as stated on bid price sheet

The samples submitted must meet the specification requirements set forth in the RFP and must be accompanied by a Certificate of Conformance (Agency Attachment 1) to be considered for award. Bid samples are to be made available at no charge.

The Using Agency reserves the right to perform any tests necessary to insure that the bid samples conform to this RFP.

#### **3.4.2 TESTING BY VENDOR**

Upon receipt of the bid samples, the using agency may require the contractor to supply certified testing data. This testing may cover both greige goods, and finishing goods mill. Sampling and testing shall be representative of materials that will be utilized for the duration of the contract.

Greige goods fabric test results shall be within weavers' first quality standards; finished fabric test results shall also be within weavers' first quality standards, utilizing the four point method developed by the American Society for Quality Control (ASQC).

The certified test results shall contain the actual test values, the range of acceptable test values, the test method utilized, and the statement of pass/fail per value.

### **3.4.3 CERTIFICATE OF CONFORMANCE**

Certification of Conformance (Agency Attachment 1) must precede or accompany every product shipment. This certificate certifies that the delivered materials will be in conformance with the fabric specifications. One MSDS sheet for each fabric must be supplied from the finishing goods mill. It must precede or accompany the first product shipment.

***DEPTCOR reserves the right to perform independent laboratory analysis to confirm conformance to the RFP technical specifications at any time over the course of the contract.***

### **3.5 QUALITY STANDARDS**

All goods must conform to ASTM and AATCC commercial standards and test methods as specified.

- Breaking strength – ASTM D-5034
- Colorfastness – AATCC-16-A, AATCC-61, AATCC-8-2007
- Shrinkage – AATCC-135
- Thread count – ASTM D-3775
- Fabric content – ASTM D-276
- Finished fabric weight – ASTM D-3776

For specific test values Commercial Item Specifications are available upon request.

Quality standards shall be in accordance with the Worth Street Textile Market Rule.

Fabric shall be one continuous piece at a yardage min/max as stated in the specification. No roll shall have greater than one splice.

All goods are to be first quality greige goods, first quality finishing mill goods, and first quality dyeing mill goods. Seconds will not be accepted.

All rolls are to be a single dye lot shade per roll.

Evidence of more than one splice per roll or shading will prompt a grade of seconds quality and be subject to return at the contractor's expense. The contractor will be notified immediately of any discrepancy for resolution.

DEPTCOR shall visually inspect all goods using the Four Point System. The goods received shall not waver from the supplied samples and/or certifications furnished prior to award.

### **3.6 COLOR REQUIREMENTS**

Finished goods are to conform to the Pantone Textile Color Guide. All samples and delivered goods will be compared to the guide for color shade conformity.

The following are the Pantone colors used for textiles and will be specified as separate line items on the price sheet.

Sesame #15-1215 TP

Carrot # 16-1361 TP

Orange Crush #15-1364 TP

Bright White #11-0601 TP

Snow White #11-0602 TP

Antique White #11-0105 TP

Dove Gray #15-0000 TP  
Blue Indigo #19-3928TP  
Whispering Blue #12-4610TP  
Crystal Blue #13-4411TP  
Pastel Green #13-01167 TP  
Pale Banana #12-0824 TP  
Pink Dogwood #12-1706 TP  
Lavender #15-3817 TP

### **3.7 PACKAGING**

Unless otherwise noted, each roll must be clearly labeled with the following:

- Fiber content in accordance with the Textile Fiber Products Identification Act.
- Fabric type
- Dye lot shade identification
- Roll number
- Finished yardage or finished weight
- Finished fabric width
- Fabric color

The shipper (common carrier or firm's own trucks) shall present a complete manifest to DEPTCOR's representative before unloading. This manifest must show the following:

- Fabric type
- Every roll number
- Total yardage or finished weight per roll
- Grand total of all yardage or finished weight

The finished fabric shall be put up on paper tubes measuring 1-3/4" minimum inside diameter x 1/4" wall thickness and at a minimum of 2" beyond the width of the goods.

All rolls are to be individually wrapped in sealed, clear poly-bags of sufficient strength and quality to completely protect the contents from damage, moisture and soil. Wire or metal ties will not be accepted.

**ANY DELIVERY OF MATERIAL WILL BE REFUSED WITHOUT UNLOADING IF ALL ABOVE CONDITIONS ARE NOT MET. ANY COST INCURRED BY SUCH REFUSAL WILL BE AT THE CONTRACTOR'S EXPENSE.**

### **3.8 TEXTILE SPECIFICATIONS**

#### **3.8.1 TWILL FABRIC**

This specification offers technical guidelines for a first quality twill fabric suitable for the manufacturing of garments for institutional use such as work pants, jumpsuits and coats. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

##### **3.8.1.1 FABRIC SPECIFICATION**

Basic Construction: 2/1 left hand twill

Finish: Pre-shrunk; White may be bleached with fluorescent optical brightener  
Finished Fabric Weight: 7.5 oz. per square yard minimum  
Fiber Content: 65% polyester 35% cotton (+/- 3%)  
Minimum Thread Count in Finished Goods: 86 x 46 ends/picks per inch  
Uniform Cuttable Width: 60" minimum  
Selvage: Raw, finished or tucked edges will be accepted

Fabric shall be one continuous piece, 150 linear yards maximum, 100 linear yards minimum per roll with one end of run roll allowed per 100 rolls.

### **3.8.2 POPLIN FABRIC**

This specification offers technical guidelines for a first quality poplin fabric suitable for the manufacturing of garments for institutional use such as work and kitchen shirts. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

#### **3.8.2.1 FABRIC SPECIFICATION**

Basic Construction: Plain poplin weave  
Finish: Pre shrunk; White may be bleached with fluorescent optical brightener  
Finished Fabric Weight: 4.25 oz. per square yard minimum  
Fiber Content: 65% polyester 35% combed cotton (+/- 3%)  
Minimum Thread Count in Finished Goods: 102 x 50 ends/picks per inch  
Uniform Cuttable Width: 60" minimum  
Selvage: Raw, finished or tucked edges will be accepted

Fabric shall be one continuous piece, 250 linear yards maximum, 100 linear yards minimum per roll with one end of run roll allowed per 100 rolls.

### **3.8.3 SHEETING FABRIC**

This specification offers technical guidelines for first quality muslin fabric suitable for the manufacturing of items for institutional use such as sheets and pillow cases. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

#### **3.8.3.1 FABRIC SPECIFICATION**

Basic Construction: Plain weave  
Finish: Pre-shrunk; White may be bleached with fluorescent optical brightener  
Finished Fabric Weight: 3.25 oz. per square yard minimum  
Fiber Content: 50% polyester 50% cotton (+/- 3%)  
Minimum Thread Count in Finished Goods: 68 x 60 ends/picks per inch  
Uniform Cuttable Width: 66" minimum  
Selvage: Shall be tucked, where the fill yarn reverses at the perimeter warp yarn, forming a smooth, fringe-less border. (No exceptions)

Fabric shall be one continuous piece, 250 linear yards maximum, 100 linear yards minimum per roll with one end of run roll allowed per 100 rolls.

### **3.8.4 BROADCLOTH FABRIC**

This specification offers technical guidelines for first quality broadcloth fabric suitable for the manufacturing of garments for institutional use such as boxer shorts, and night gowns. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

#### **3.8.4.1 FABRIC SPECIFICATION**

**Basic Construction:** Plain weave

**Finish:** Pre-shrunk; White may be bleached with fluorescent optical brightener

**Finished Fabric Weight:** 3.5 oz. per square yard minimum

**Fiber Content:** 50% polyester 50% combed cotton (+/- 3%)

**Minimum Thread Count in Finished Goods:** 96 x 56 ends/picks per inch

**Uniform Cuttable Width:** 60" minimum

**Selvage:** Raw, finished or tucked edges will be accepted

Fabric shall be one continuous piece, 250 linear yards maximum, 100 linear yards minimum per roll with one end of run roll allowed per 100 rolls.

#### **3.8.5 WOVEN DENIM FABRIC**

This specification offers technical guidelines for a first quality, yarn-dyed, woven denim fabric suitable for the manufacturing of garments for institutional use such as denim pants and jackets. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

##### **3.8.5.1 FABRIC SPECIFICATION**

**Basic Construction:** 2/1 left hand twill, 3 harness

**Finish:** Pre-shrunk

**Finished Fabric Weight:** 10 oz. per square yard minimum

**Fiber Content:** 100% cotton

**Minimum Thread Count in Finished Goods:** 64 x 42 ends/picks per inch

**Uniform Cuttable Width:** 60" minimum

**Selvage:** Raw, finished or tucked edges will be accepted

Fabric shall be one continuous piece, 150 linear yards maximum, 100 linear yards minimum per roll with one end of run roll allowed per 100 rolls.

#### **3.8.6 OUTER OXFORD NYLON**

This specification offers technical guidelines for a first quality nylon oxford coat fabric suitable for the manufacturing of garments for institutional use such as outdoor work coats and vests. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

##### **3.8.6.1 FABRIC SPECIFICATION**

**Basic Construction:** Oxford weave

**Finish:** Durable Water Repellant (DWR)

**Finished Fabric Weight:** 4.0 oz. per square yard minimum

**Fiber Content:** 100% Nylon

**Minimum Thread Count in Finished Goods:** 50 x 60 ends/picks per inch

**Uniform Cuttable Width:** 60" minimum

**Selvage:** Non slit selvage

**Yarn:** 200 Denier

Fabric shall be one continuous piece, 200 linear yards maximum, 100 linear yards minimum per roll with one end of run roll allowed per 100 rolls.

### **3.8.7 QUILTED LINING FABRIC**

The specification offers technical guidelines for a first quality quilted lining fabric suitable for the manufacturing of garments for institutional use such as work coats and jumpsuits. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

#### **3.8.7.1 FABRIC SPECIFICATION**

**Basic Construction:** Three layers consisting of nylon taffeta face with an insulated fiber fill and backed with non-woven polyester scrim.

**Finish:** Goods shall be quilted with a nylon stitched 6" box quilt design

**Finished Fabric Weight:** 8.0 oz. per square yard minimum;  
Nylon taffeta equals 2.5 oz. per square yard  
Fill equals 4.5 oz. per square yard  
Backing equals 1.0 oz. per square yard

**Fiber Content:** Taffeta shall be 100% nylon  
Fill shall be 100% polyester fiber fill  
Backing shall be 100% non-woven polyester scrim

**Minimum Thread Count in Finished Goods:** Taffeta 105 x 68 ends/picks per inch  
**Uniform Cuttable Width:** 60" minimum finished after quilting  
**Selvage:** Raw, finished or tucked edges will be accepted  
**Yarn:** Taffeta 70 Denier

Fabric shall be one continuous piece, 50 linear yards maximum 40 linear yards minimum per roll.

### **3.8.8 T-SHIRT KNIT FABRICS**

This specification offers technical guidelines for first quality jersey knit fabric suitable for the manufacturing of garments for institutional use such as T-shirts. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

Orders for both knit and ribbed fabrics will be released together, to insure lot shade compatibility.

#### **3.8.8.1 FABRIC SPECIFICATION**

**Basic Construction:** Plain jersey knit

**Finish:** Pre-shrunk and anti-curl; Face out; White may be bleached with fluorescent optical brightener

**Finished Fabric Weight:** 4.8 oz. per square yard minimum (5.3 maximum)

**Fiber Content:** 50% polyester 50% cotton (+/- 3%)

**Minimum Thread Count in Finished Goods:** 36 x 33 courses/wales per inch

**Uniform Tubular Widths:** 18", 20", 22", 24", 26", 28", 30", 32", 34" (tolerance: -1/2" + 0)

**Selvage:** None

**Yarn:** 24/1 carded open end, 22 cut

Fabric shall be one continuous piece, 100 linear yards maximum, 30 linear yards minimum per roll.

### **3.8.9 FLEECE FABRIC**

This specification offers technical guidelines for a first quality fleece fabric suitable for the manufacturing of garments for institutional use such as sweatshirts. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

Orders for both knit and ribbed fabrics will be released together, to insure dye lot shade compatibility.

#### **3.8.9.1 FABRIC SPECIFICATION**

**Basic Construction:** Jersey knit, 2 end construction

**Finish:** Soft nap on one side; Pre-shrunk and anti-curl

**Finished Fabric Weight:** 7.0 oz. per square yard minimum (7.5 maximum)

**Fiber Content:** 50% polyester 50% cotton (+/- 3%)

**Minimum Thread Count in Finished Goods:** 22 x 30 wales/courses per inch

**Uniform Cuttable Width:** 60" minimum

**Selvage:** Raw, finished or tucked edges will be accepted

Fabric shall be one continuous piece, 75 linear yards maximum, 60 linear yards minimum per roll.

### **3.8.10 KNIT THERMAL FABRIC**

This specification offers technical guidelines for a first quality flat and tubular knit thermal fabric suitable for the manufacturing of garments for institutional use such as thermal undergarments. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

Orders for both knit and ribbed fabrics will be released together, to insure dye lot shade compatibility.

#### **3.8.10.1 FABRIC SPECIFICATION**

**Basic Construction:** Waffle knit

**Finish:** Pre-shrunk and anti-curl; Face out

**Finished Fabric Weight:** 5.0 oz. per square yard minimum (5.5 maximum)

**Fiber Content:** 50% polyester 50% cotton (+/- 3%)

**Minimum Thread Count in Finished Goods:** 22 x 30 wales/courses per inch

**Uniform Cuttable Flat Width:** 60" minimum

**Uniform Tubular Widths:** 18", 20", 22", 24", 26", 28", 30", 32", 34" (tolerance: -1/2" + 0)

**Selvage:** Raw, finished or tucked edges will be accepted on flat goods only

**Yarn:** 18/1 open end, 14 cut

Fabric shall be one continuous piece, 75 linear yards maximum, 50 linear yards minimum per roll.

### **3.8.11 RIBBING FOR KNITS**

This specification offers technical guidelines for a first quality rib knit fabric suitable for the manufacturing of thermal undergarments, T-shirts and fleece sweatshirts. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

Orders for both knit and ribbed fabrics will be released together, to insure dye lot shade compatibility.

#### **3.8.11.1 FABRIC SPECIFICATION**

**Basic Construction:** 1 x 1 jersey rib knit

**Finish:** Pre-shrunk and anti-curl, White may be bleached with fluorescent optical brightener; all shall be cross cut except 1 1/4" which shall be straight cut

**Finished Fabric Weight:** 6.5 oz. per square yard minimum (7.0 maximum)

**Fiber Content:** 50% polyester 50% cotton (+/- 3%)

**Minimum Thread Count in Finished Goods:** 33 x 24 wales/courses per inch

**Uniform Pre-Cut Widths:** 7/8", 1 1/4", 2 5/8", and 6"

**Selvage:** None

**Yarn:** 24/1 carded open end, 14 cut

Fabric shall be one continuous piece, 100 linear yards maximum, 60 linear yards minimum per roll with one end of run roll allowed per 100 rolls.

#### **3.8.11.2 SAMPLES**

Each sample required shall be a minimum of ten linear yards or one roll of each width and color as stated on the price sheet.

#### **3.8.11.3 PACKAGING**

All rolls are to be packed in cartons of sufficient strength and quality to completely protect the contents from damage and soil. Cartons must be securely sealed to protect contents during shipment.

### **3.8.12 POLYESTER MESH (LAUNDRY BAGS)**

This specification offers technical guidelines for first quality polyester mesh fabric suitable for the manufacturing of laundry bags. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

#### **3.8.12.1 FABRIC SPECIFICATION**

**Basic Construction:** Open hexagonal weave

**Finish:** Minimal sizing

**Finished Fabric Weight:** 4.4 oz. per square yard minimum

**Fiber Content:** 100% polyester

**Minimum Thread Count in Finished Goods:** 3 x 3 wales/courses per inch

**Uniform Cuttable Width:** 50" minimum/ maximum

**Selvage:** Tucked fringeless border

**Yarn:** 150/1000 denier

Fabric shall be one continuous piece, 100 linear yards maximum, 60 linear yards minimum per roll with one end of run roll allowed per 100 rolls.

### **3.8.13 COTTON THERMAL BLANKET**

This specification offers technical guidelines for a first quality, finished, thermal type blanket, suitable for institutional use. The blanket color(s) shall be as specified in the price line items on the pricing sheet. The blanket shall conform to the following manufacturing guidelines and standards.

#### **3.8.13.1 FABRIC SPECIFICATION**

**Basic Construction:** Leno weave with plain weave borders

**Finish:** Pre-shrunk; White may be bleached with fluorescent optical brightener

**Finished Weight:** 8.5 oz. per square yard minimum

**Fiber Content:** 100% cotton

**Minimum Thread Count in Finished Goods:** 14 x 12 ends/picks per inch

**Finished size:** 66" x 90"

**Selvage:** Shall be tucked and uniform; Rolled hem also acceptable

#### **3.8.13.2 FINISHING**

Cut ends shall have a one (1) inch rolled hem (+/- 1/4"). The hem shall be double stitched with seven (7) stitches per inch minimum. Each blanket shall have a label securely attached at one end. The label shall be a commercial type and shall have the contractor's name or trademark thereon. In addition, each blanket shall be labeled, ticketed or invoiced for fiber content accordance with the Rules and Regulations under the Textile Fiber Products Identification Act.

#### **3.8.13.3 SAMPLES**

Each sample required shall be one finished blanket of each color.

#### **3.8.13.4 PACKAGING**

Unit packages of blankets shall be packed in a close fitting corrugated carton with 12 units of a single color per carton. Individual blankets are to be folded. Cartons must be lined with plastic and securely sealed to protect contents from damage, moisture and soil during shipment.

### **3.8.14 FLANNELETTE FABRIC**

This specification offers technical guidelines for a first quality flannelette fabric suitable for the manufacturing of garments for institutional use, such as women's night gowns. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

#### **3.8.14.1 FABRIC SPECIFICATION**

**Basic Construction:** Plain weave

**Finish:** Fabric shall be napped or brushed on one side

**Finished Fabric Weight:** 4.0 oz. per square yard minimum

**Fiber Content:** 35% polyester, 65% combed cotton (+/- 3%)

**Minimum Thread Count in Finished Goods:** 48 x 42 ends/picks per inch

**Uniform Cuttable Width:** 60" minimum

**Selvage:** Raw, finished or tucked edges will be accepted

Fabric shall be one continuous piece, 150 linear yards maximum, 100 linear yards minimum per roll with one end of run roll allowed per 100 rolls.

### **3.8.15 AMERICAN FLAG FABRIC**

This specification offers technical guidelines for first quality printed broadcloth suitable for the manufacture of stick flags. The fabric color(s) shall be as specified in the price line items on the pricing sheet. The fabric shall conform to the following fabric manufacturing guidelines and standards.

#### **3.8.15.1 FABRIC SPECIFICATION**

**Basic Construction:** Plain weave

**Finish:** Pre-shrunk; Printed with an American Flag pattern

**Finished Fabric Weight:** 2.8 oz. per square yard minimum

**Fiber Content:** 70% polyester 30% cotton (+/- 3%)

**Minimum Thread Count in Finished Goods:** 78 x 44 ends/picks per inch

**Uniform Cuttable Width:** 60" minimum

**Selvage:** Shall be tucked, where the fill yarn reverses at the perimeter warp yarn, forming a smooth, fringe-less border. (No exceptions)

**Fabric must be of domestic origin with all manufacturing and finishing having been performed in the U.S.A. (No exceptions)**

Fabric shall be one continuous piece, 250 linear yards maximum, 100 linear yards minimum per roll with one end of run roll allowed per 100 rolls.

#### **3.8.15.2 PRINT PATTERN**

Standard American Flag with fifty white, five pointed stars, on a dark blue field in the upper left hand corner. The pattern shall have seven red and six white stripes. The pattern shall have a seam allowance of ¼" on all four sides. The pattern shall be printed with five flags across the width of the goods with an eighteen inch repeat yielding ten flags per linear yard.

Registration marks for cutting may be broken lines or dots. Goods must be within 1/16 inch tolerance for vertical and horizontal alignment.

The printed size of each flag must be a nominal twelve inches high by eighteen inches wide. The goods may be printed with adjoining red stripes with the final row of flags flipped.

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

## **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20374.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

## **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **one (1) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

## **4.4 BID PROPOSAL CONTENT**

### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

#### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20374.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

#### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20374.shtml>.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients

during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20374.shtml>.

#### **4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL**

##### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to [www.nj.gov/njbgs](http://www.nj.gov/njbgs) to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20374.shtml>.

#### **4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.**

##### **4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20374.shtml>.

##### **4.4.3.2 AFFIRMATIVE ACTION**

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20374.shtml>.

#### **4.4.4 SUBMITTALS**

##### **4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS**

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20374.shtml>.

#### **4.4.4.2 SAMPLES/SAMPLE TESTING**

The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples **for all pricing lines** for evaluation and testing purposes are to be made available at no charge and delivered to **Department of Corrections, Bureau of State Use, DEPTCOR**, at the bidder's expense. The bidder must, within **ten (10)** working days following a request from the State, submit bid samples to the **Department of Corrections, Bureau of State Use, DEPTCOR**. Bid samples will not be returned. The Department of Corrections, Bureau of State Use, DEPTCOR, will conduct laboratory tests to assure that the bid samples submitted **for all pricing lines** conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP **for all pricing lines**. The testing results of the State are final.

#### **4.4.5 FINANCIAL CAPABILITY OF THE BIDDER**

**Upon request**, In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

#### **4.4.6 PRICING**

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance and term of the contract.

#### **4.4.7 METHOD OF BIDDING**

Bidders may choose to bid on any one or more lines of fabric listed on the pricing pages. However, to be considered responsive, bidder must submit prices for all price lines listed within a group. Failure to do so will result in the rejection of its bid proposal for that group only.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20374.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/09x20374.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

### **5.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **120** days beyond the expiration date of the contract.

### **5.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

### **5.5 CONTRACTOR'S WARRANTY**

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be

construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

## **5.6 ITEMS ORDERED AND DELIVERED**

The **Using Agency** is authorized to order and **the contractors** are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

## **5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

## **5.8 MANUFACTURING/PACKAGING REQUIREMENTS**

5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

## **5.9 CLAIMS**

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

## **5.10 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20374.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

## **5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT**

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for

employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

## **6.0 PROPOSAL EVALUATION**

### **6.1 EVALUATION CRITERIA**

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 BID DISCREPANCIES**

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.

- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

##### **7.1.1.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

##### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist

or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### **7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS**

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **7.1.1.4 STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### **7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC.

Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **7.2 FINAL CONTRACT AWARD**

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

One award will be made on a group basis to the low bidder for each group. In instances where the group includes more than one price line item, the low bidder will be determined by adding the prices of each line item. The group will be awarded to the overall low bidder.

To be considered responsive, bidders must bid every item in a group bid. Failure to bid all items in a group will disqualify you from consideration for that group.

## **7.3 INSURANCE CERTIFICATES**

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of

the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

**AGENCY ATTACHMENT 1  
CERTIFICATE OF CONFORMANCE**

Certificate of Conformance must accompany all bid samples to be considered for award. It must also precede or accompany every product shipment. This certificate certifies that the delivered materials will be in conformance with the fabric specifications. One MSDS sheet for each fabric must be supplied from the finishing goods mill. It must precede or accompany the first product shipment.

I hereby certify that the goods shipped to the State of New Jersey comply with the specifications, the terms of contract T1046 and the specific purchase order.

VENDOR NAME:	
DEPTCOR Purchase Order #:	
State Contract #:	
Finishing Mill Lot Identification #:	
Date of Shipment:	Invoice #:
Description of Goods:	
Vendor Representative Name: <span style="float: right;">Date:</span>	
Vendor Representative Signature:	
MSDS from Finishing Mill Attached:	
<div style="display: inline-block; width: 45%; text-align: center;"><input type="checkbox"/> Yes</div> <div style="display: inline-block; width: 45%; text-align: center;"><input type="checkbox"/> Mailed or Faxed</div>	